AN EVALUATION OF BUSINESS RELATIONS

BETWEEN THE IVY NETWORK CORPORATION AND WKCR

RE: Joseph Schlitz Brewing Company Account

In a letter dated November 23, 1960, to Mr. Alfred Teger, General Manager of WKCR, from Mr. Edwin P. Vanderwicken, Jr., President of the Ivy Network Corporation, Mr. Vanderwicken wrote: "I discussed with Dick Smith your problem with Schlitz. It appears that there were small slip-ups all along the line, which resulted in Columbia getting missed. The company and the agency both played footsy, then wanted 24-hour action; KCR was apparently quite vague about what times were available, and the Ivy office, hurried and harried, jumped too easily to the conclusion that you were unable to work the program in."

WKCR was informed by the Corporation that the agency representing the Joseph Schlitz Brewing Company was about to sign a contract for a 15 minute sports and/or local news program, to be broadcast between the hours of 10 p.m. and 12 m., five days weekly. Since we had serious music programmed between those hours, we felt that a sports or news program would interrupt the continuity of our programming. We, therefore, requested that our sales representative, the Corporation, inform the agency of this program conflict and recommend an alternate time, which we felt would provide a more advantageous setting for the sponsor's message. This was, specifically, 7:15 p.m., immediately following a popular music program with an established audience.

Approximately one week later, we were informed by the Corporation that the alternate time, which we had suggested, was unacceptable to the agency. Thereupon, we immediately informed the Corporation of our acceptance of the contract. We then received an E.T. from J. Walter Thompson containing Schlitz theme music as well as temporary copy for the above account.

Several days later, only two days before the contract was to commence, a "hurried and harried" representative of the Corporation informed us, in the middle of the night, to "hold Schlitz," since the agency had decided not to buy WKCR. Pursuant to this conversation, we received from the agency final Schlitz copy, with a covering letter including instructions to begin immediately. It was not until November 23 that we received notification, in writing, of the cancellation of the contract, viz. Mr. Vanderwicken's letter, quoted above.

When we became affiliated with the Ivy Network Corporation, we hardly expected a sales representative that would make "small slip-ups all along the line." We hardly expected a representative that would jump too easily to conclusions. We hardly expected a representative that would allow itself to become involved in "a general mix-up."

We expected a representative that would operate in an efficient, calm, and businesslike manner when any contracts were in question. We expected a representative that maintains constant contact with its member stations in

order that they might keep abreast of all developments with regard to pending contracts. We expected a representative that would confirm all telephone conversations regarding contracts by wire or in writing.

As a concerned member of the Ivy Network Corporation, WKCR feels that the Corporation's officers have not lived up to the responsibilities vested in them.

James F. Brymer
President, WKCR
10 December 1960

(To be incorporated in the minutes of the December, 1960 meeting of the Board of Directors of The Ivy Network Corporation.)